

FORM P-A-621P
(REV 10-89)U.S. DEPARTMENT OF COMMERCE
BUREAU OF EXPORT ADMINISTRATION**REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT
SINGLE TRANSACTION**

(For reporting requests described in Part 769 of the Export Administration Regulations)

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of commodities or technical data supplied in Item 11 of this report and in any accompanying documents. *If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.*

You can obtain this protection by certifying, in Item 10 of the report, that disclosure of the information referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 10, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 11 of the inspection copy of the report form and from the public inspection copies of the accompanying documents.

The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

THIS SPACE FOR BXA USE

A

BATCH

MONTH/YEAR

RSN

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CLASS

FILING

TAG

This report required by law (50 U.S.C. App. §2407 (b) (2) P.L. 96-72; E.O. 12214; 15 C.F.R. Part (769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

Instructions: 1. Complete all items that apply. 2. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 3. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. *If you certify, in Item 10, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the bottom of the Duplicate "Public Inspection Copy" of the report form relating to Item 11.*

Public reporting for this collection of information is estimated to average one hour per request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503

1a. Identify firm submitting this report:Name: **J. Ray McDermott, S. A.**Address: **P.O. Box 218218**City, State and ZIP: **Houston, TX 77218**

Country (if other than USA):

Telephone: **(281) 870-5000**

Firm Identification No. (if known):

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Specify firm type:

- ☐ Exporter
☐ Bank
☐ Forwarder
☐ Carrier
☐ Insurer
☒ Other

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1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)
☐ Resubmission of a deficient report returned by BXA (attach form letter that was returned with deficient report)
☒ Report on behalf of the person identified in Item 2
☐ Dual report on behalf of self and the person identified in Item 2

2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled Foreign subsidiary, exporter, beneficiary):Name **McDermott - ETPM East, Inc.**Address: **Jebel Ali Free Trade Zone**P.O. Box **3089**City, State and ZIP: **Dubai, United Arab Emirates**

Country (if other than USA):

Type of firm: (see list in Item 1a)

Firm Identification No. (if known):

3. Identify exporting firm, unless same as Item 1a or 2:

Name:

Address:

City, State and ZIP:

Country (if other than USA):

Firm Identification No. (if known):

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4. (a) Name of boycotting country from which request originated:**Qatar**

(b) Name of country directing inclusion of request, if different from (a) above:

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5. Name of country or countries against which request is directed:**Israel**

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6. Reporting firm's reference number (e.g., letter of credit, customer order, invoice):**D4587**

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7. Date firm received request: (use digits for month/day/year)**11/25/97**

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8. Specify type(s) of document conveying the request:

- ☐ Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)

- ☐ Unwritten, not otherwise provided for (make transcript of request and submit copies)

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- ☐ Letter of credit
☐ Requisition/purchase order/accepted contract/shipping instruction
☒ Bid invitation/tender/proposal/trade opportunity
☐ Questionnaire (not related to a particular dollar value transaction)
☐ Other written (specify) _____

Submit two copies of each document or relevant page in which the request appears

9. Decision on request: (Check one)

- ☒ Have not taken and will not take the action requested.
☐ Have taken or will take the action requested.
☐ Have taken or will take the action requested and claim it is subject to a grace period (attach detailed explanation).

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- ☐ Have taken or will take the action requested but in a modified form (attach detailed explanation).
☐ Unable to report ultimate decision on the request at this time and will inform the Bureau of Export Administration of the decision within ten days after decision is made.

Ad 02-13-98

Additional Information: The firm submitting this report may, if it so desires, state on a separate sheet any additional information relating to the request reported or the response to that request. This statement will constitute a part of the report and will be made available for public inspection and copying, subject to the right to protect certain confidential information from disclosure described in Item 10.

10. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign below)

1. ☒ I (We) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:
☒ Item 11 below (If you check this box, be sure to remove the bottom of the Duplicate (Public Inspection Copy) of the report form relating to Item 11.)
☐ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (We) request that it be kept confidential.
2. ☐ I (we) authorize public release of all information contained in the report and in any attached documents. I (We) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink

Type or print

Joshua P DanartDate **02/10/98**

PROCEDURE MANUAL

0801-002

EXHIBIT 11

BOYCOTT COUNTRY DOCUMENT CHECKLIST

BOYCOTT CONTROL SHEET REF. NO.

REPORTING ENTITY: McDERMOTT-ETPM EAST, INC.

TENDER/CONTRACT NO: CUSTOMER: GTC/193/97 CONTRACTOR: D-4587

CUSTOMER NAME: DOHA PETROLEUM CONSTRUCTION CO.LTD.

COUNTRY OF PERFORMANCE: QATAR

DATE RECEIVED: NOV. 25, 1997 DATE BID: JANUARY 04, 1998

TENDER/CONTRACT NAME: PROCUREMENT, FABRICATION, TRANSPORTATION AND
INSTALLATION OF PANCAKE STRUCTURE AND DECK AT QGPC
BUL HANINE (BH) FIELD OFFSHORE, QATAR.

ESTIMATED DOLLAR VALUE
OF TENDER/CONTRACT: APPROX. U.S.\$ 5 MILLION.

THIS DOCUMENT: DOES ~~XXXXXX~~ (strike one) contain affirmative answers
posed by questions on this "check list".

(ADVANCE NOTIFICATION)

PREPARED BY: QUINTUS PERERA

DATE: JANUARY 04, 1998

IMPORTANT NOTE: REQUEST FOR TENDERS OR PROPOSED CONTRACTS HAVING
AFFIRMATIVE ANSWERS TO ANY QUESTIONS POSED ON THIS
"CHECKLIST" CANNOT BE SIGNED.

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EXHIBIT II (CONT'D)

Due to the many U.S. rules, regulations and pending legislation which relate to the Boycott it is necessary that all requests for tenders, as well as proposed contracts, which are related to a boycotting nation or an individual or agent of a boycotting nation must be checked against each of the following points in paragraphs 1 through 32 below.

Does the request for tender or proposed contract require that the Company - - -

	<u>Yes</u>	<u>No</u>
1. comply with boycott provisions or with rules or regulations of a boycott office?	—	<u>X</u>
2. not contravene the boycott law?	—	<u>X</u>
3. declare that it is not in breach of any of the regulations of the Arab Boycott of Israel and that no breach of such regulations is currently alleged against it?	—	<u>X</u>
4. agree in connection with the performances of the contract not to obtain goods or services from specified U.S. companies which are blacklisted?	—	<u>X</u>
5. agree that products will not be the product of manufacturers which are boycotted?	—	<u>X</u>
6. agree in connection with the performance of the contract to refrain from doing business or trading with or in a specified country, e.g. Israel?	—	<u>X</u>
7. prohibit doing business with nationals, companies or the government of a particular country, e.g. Israel?	—	<u>X</u>
8. agree to refrain from doing business or trading with specified companies (regardless of nationality)?	—	<u>X</u>
9. prohibit doing business or trading with companies trading in Israel?	—	<u>X</u>
10. provide information as to the race, color, religion, sex, or national origin of employees, officers or directors who are U.S. citizens?	—	<u>X</u>
11. agree to refrain from hiring individuals of a specified nationality, race, color, religion or sex?	—	<u>X</u>

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EXHIBIT II (CONT'D)

	<u>Yes</u>	<u>No</u>
12. agree to refrain from using the services of a present employee because of the employee's national origin, race, color, religion or sex?	<u> </u>	<u> X </u>
13. agree not to do business with any company because of the nationality, race or religion of persons associated with such company?	<u> </u>	<u> X </u>
14. prohibit use of a subcontractor of a particular nationality?	<u> </u>	<u> X </u>
15. prohibit sending employess of a particular nationality in connection with work to be performed?	<u> </u>	<u> X </u>
16. agree that it will <u>comply</u> with any law, regulation, requirement or administrative practice of the country?	<u> X </u>	<u> </u>
17. agree not to ship goods on a blacklisted ship?	<u> </u>	<u> X </u>
18. agree not to insure with a blacklisted insurance company?	<u> </u>	<u> X </u>
19. certify that goods did not originate in a specified country, e.g. Israel?	<u> </u>	<u> X </u>
20. certify that a company is not on the blacklist?	<u> </u>	<u> X </u>
21. certify the nationality (e.g. U.S.) of any company providing goods or services?	<u> </u>	<u> X </u>
22. certify that a company providing services is not of a specified nationality?	<u> </u>	<u> X </u>
23. supply information as to whether stockholders, employees or officers are nationals of a boycotted country?	<u> </u>	<u> X </u>
24. supply information as to whether the company does any business with Israel or a national of Israel?	<u> </u>	<u> X </u>
25. supply information as to whether the company does any business with any firm that does business with Israel or a national of Israel?	<u> </u>	<u> X </u>

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EXHIBIT II (CONT'D)

	<u>Yes</u>	<u>No</u>
26. agree to prior approval of subcontractors or suppliers by the customer or a boycotting country?	—	<u>X</u>
27. agree to prior approval of insurers or underwriters or banks?	—	<u>X</u>
28. agree to select from a list of approved subcontractors, banks, insurers, vendors or suppliers of goods and services?	—	<u>X</u>
29. to accept a contractor's fee for services and materials by means of a letter of credit?	—	<u>X</u>
a) If the answer is yes, does the letter of credit contain any provisions which would require a <u>yes</u> answer to any of the foreign questions?	—	<u>X</u>
30. take any responsibility for obtaining visas, work permits, no objection certificates or any other licenses or permits necessary for company personnel to enter into or to work in the country?	—	<u>X</u>
31. agree to certify that a vessel on which goods are shipped is eligible to enter the port of a particular boycotting country (eg. Bahrain)?	—	<u>X</u>
32. agree to certify that an insurer of goods has a duly qualified and appointed agent or representative in a boycotting country (eg. Abu Dhabi)?	—	<u>X</u>



ACCOUNTING RECORDS AND AUDIT RIGHTS

For any WORK performed, CONTRACTOR and its SUBCONTRACTORS shall keep accurate accounts and time records showing all costs and charges incurred in accordance with generally accepted accounting principles and practices. For any WORK performed on a reimbursable cost basis CONTRACTOR and its SUBCONTRACTORS shall keep accurate accounts and time records showing all costs and charges incurred in accordance with internationally accepted accounting principles and practices. QGPC or its authorised REPRESENTATIVES(S) or agent(s) shall have the right to examine, during business hours, all books, records, accounts, correspondence, instructions, specifications, plans, drawings, receipts and memoranda of CONTRACTOR and its SUBCONTRACTORS insofar as they are pertinent to such reimbursable costs. Such right shall not extend to the audit of the makeup of any fixed rates, prices or percentage charges. CONTRACTOR shall be responsible for ensuring that all of its and its SUBCONTRACTORS' documentation for such reimbursable costs is preserved and made available at any time for audit, without any additional compensation therefor, up to three years from the COMPLETION DATE. QGPC shall have the right to photocopy or otherwise reproduce, at its own cost, any such books, records, accounts, correspondence, instructions, specifications, plans, drawings, receipts and memoranda of CONTRACTOR and its SUBCONTRACTORS.

- 26.2 QGPC shall have full audit rights for all documentation in case of early termination of this CONTRACT or any substantial portion thereof or where CONTRACTOR submits a claim, demand or proceeding against QGPC or its AFFILIATES arising out of or related to QGPC's performance of the terms and conditions of this CONTRACT.
- 26.3 If an audit indicates errors or anomalies in CONTRACTOR's invoices, CONTRACTOR shall make appropriate invoice adjustments or promptly refund overpayments.

ARTICLE 27 - SEVERABILITY

The invalidity or unenforceability of any portion or provision of this CONTRACT shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this CONTRACT and the balance of the CONTRACT shall be construed and enforced as if the CONTRACT did not contain such invalid or unenforceable portion or provision.

ARTICLE 28 - LAWS AND REGULATIONS

- 28.1 This CONTRACT shall be governed by and construed and enforced in accordance with the laws of the State of Qatar.
- 28.2 CONTRACTOR shall abide by and comply, and secure compliance by its SUBCONTRACTORS, with all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the WORK.
- 28.3 CONTRACTOR shall comply and secure compliance by its SUBCONTRACTORS with all QGPC regulations, policies and procedures related to the WORK which include, but not limited to, safety, security, health and environment.

- 21.9 Tenderer clarifies that certificates of insurance and letter confirmation of premium payment from Tenderer US based insurance brokers in respect of insurance will be provided to DOPET.

ARTICLE 22 - TAXES AND GOVERNMENT CHARGES

Tenderer advises that in the event DOPET is successful in its proposal to QGPC, then Tenderer would require a Two Subcontract Structure for the execution of the Works, viz. Outside Qatar Works and Inside Qatar Works in order to minimise the application of withholding tax on Works performed outside of Qatar. The construction and detail of this arrangement to be finalised following award of the Works to DOPET.

ARTICLE 26 - ACCOUNTING RECORDS AND AUDIT RIGHTS

- 26.2 Tenderer requests the addition, at the beginning of the Article, of "Except as provided in Article 26.1 above,"

ARTICLE 28 - LAWS AND REGULATIONS

- 28.2 Tenderer requests the replacement, in lines 1 and 2, of "shall...with" with "and SUBCONTRACTORS shall be subject to".

Tenderer advises that McDermott-ETPM East, Inc. is a majority owned subsidiary of a Panamanian company that is listed on the New York Stock Exchange. This automatically subjects the company and its subsidiaries to the law of the United States of America which prevents U.S. companies from complying or conforming with any contractual provision that is in violation of U.S. Boycott Legislation.

ARTICLE 29 - SETTLEMENT OF DISPUTES

- 29.2.2 Tenderer cannot accept liability for latent defects arising outwith the life of the Contract and, therefore, requests the deletion of ", except in the event of latent defects" and that the Sub-Article be re-drafted to reflect that all rights of Dispute cease at the completion of the Guarantee Period.
- 29.3 In order to maintain a neutral forum for the settlement of disputes, Tenderer requests the replacement, in lines 3 and 4 of "the competent court in the State of Qatar ... between the PARTIES" with "be settled by arbitration in accordance with the laws of the State of Qatar. The arbitration shall be conducted in English. The arbitration award shall be final and binding upon the party concerned. Judgment upon award may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order for enforcement as the case may be. Costs of arbitration shall be borne by the party in default in such proportion and manner as may be provided in the decision."

ARTICLE 33 - YEAR 2000 COMPLIANCE

Tenderer advises that the content of this Clause is not applicable to the Scope of Work being provided by Tenderer to DOPET and consequently requests that this Article is deleted.